

To enroll or for more information, call A&N Electric Cooperative at 757-787-9750.

1. **The Program.** These Terms and Conditions govern the SurgeAssist Protection Program (the "Program"), provided by A&N Electric Cooperative (the "Cooperative"). The Program is available to members of the Cooperative ("Members") who receive electricity from the Cooperative in their single-family residences ("Residences"). Members who are enrolled in the Program are eligible for reimbursement or payment of certain expenses ("Eligible Expenses") incurred in connection with assessment, repair and/or replacement of certain electronic and electromechanical equipment and appliances ("Eligible Appliances") damaged by Power Surges, provided all Program requirements are met.

2. **Power Surges.** A "Power Surge" is a brief spike in voltage on a circuit. Power Surges can shorten the useful life of electrical equipment, resulting in extra repair and replacement costs.

3. **Filing a Claim.** In order to be paid Eligible Expenses for any Eligible Appliance, the Member must file a valid claim under the Program (a "Claim"). The Member must request a claim form from the Cooperative within seven (7) business days of the applicable Power Surge. More than one Eligible Appliance may be designated on the claim form. All claim forms submitted to the Cooperative per Residence in connection with a given Power Surge shall be considered a single Claim.

4. **Claim Form Requirements.** The claim form must be completed in full and mailed to the Cooperative with a copy of a repair invoice ("Repair Invoice") for each Eligible Appliance from a Qualified Service Provider within thirty (30) days from the Member's receipt of the claim form. A "Qualified Service Provider" is one engaged in the regular business of servicing or repairing electronics and electromechanical equipment. The Cooperative reserves the right to determine, in its sole discretion, whether any service provider is a Qualified Service Provider. Each Repair Invoice must include the name, address, and telephone number of the service provider as well as a complete description of damage caused by the Power Surge and associated repair charges, or a determination that the Eligible Appliance cannot be repaired.

5. **Program Fee.** The cost to participate in the Program ("Program Fee") is \$4.95 per Residence per month. The Member's first payment of the Program Fee will serve as confirmation of acceptance of these Terms and Conditions. With the exception of the first payment, each payment of the Program Fee serves as a prepayment for one month of protection. Protection under the Program starts thirty (30) days after the first payment is received (the "Effective Date"), provided the Program is not terminated prior to the Effective Date, and will continue so long as the Member makes timely payments of the Program Fee. The Program Fee will be assessed on the Member's monthly electric bill and will be due on the bill due date.

6. **Service Fees.** The Member is responsible for direct payment of all diagnostic, assessments, service, or other fees assessed by the Qualified Service Provider. Service fees are covered under the Program's Eligible Expenses. Within thirty (30) days of receipt of a valid claim form and Repair Invoice, the Cooperative will reimburse the Member for all such fees which are usual and customary in the Qualified Service Provider's area or industry ("Service Fees"), as determined by the Cooperative, up to the Eligible Expenses Limit (defined below).

7. **Replacement.** If a Qualified Service Provider determines that an Eligible Appliance cannot be repaired, or if the Cooperative determines that the cost of such repair is greater than the Replacement Value of the Eligible Appliance, the Program will reimburse the Member for service Fees and will pay or reimburse the member the Replacement Value of the Eligible Appliance, subject to the Claim Limit, within thirty (30) days of receipt of a Valid Claim Form and Repair Invoice. "Replacement Value" is deemed to be the typical purchase price of the product most similar to the Eligible Appliance available on the market at the time of the Power Surge, taking into consideration the make, model and features of the Eligible Appliance. The Cooperative reserves the right to determine, in its sole discretion, the Replacement Value of any Eligible Appliance.

8. **Eligible Expenses.** By enrolling, the Member acknowledges that these expenses, which include service fees, are associated with the assessment in determining cause of the damages to the Eligible Appliance as it relates to power surges or electrical damages. Eligible Expenses will not exceed \$125 per claim form. The Member is responsible for paying the Eligible Expenses prior to submitting a claim. Those expenses will not be reimbursed for any claims that are denied.

9. **Claim Limitations.** By enrolling, the Member acknowledges that (i) Eligible Expenses shall not exceed \$125.00 per valid Claim form; and (ii) Eligible Appliances coverage within all Claims filed in connection with a particular Residence shall not exceed \$2,000.00 in any twelve-month period.

10. Excluded Appliances. By enrolling, the Member acknowledges that the Program does not provide protection with respect to appliances that are not Eligible Appliances. The following are not Eligible Appliances:

- Appliances not operational immediately prior to the applicable Power Surge.
- Appliances that are damaged by any event other than a Power Surge.
- Appliances not owned by the Member or a member of his household.
- Appliances that cannot be replaced with items of like kind and quality.
- Appliances not located at the Residence at the time of the applicable Power Surge.
- Power tools.
- Any appliance which the Cooperative, in its sole discretion, determines is not an Eligible Appliance.

11. Excluded Expenses. By enrolling, the Member acknowledges that expenses which are not Eligible Expenses will not be paid or reimbursed by the Cooperative. The following are not Eligible Expenses:

- Additional costs of onsite service, such as travel charges, not covered in the standard service call rate of the Qualified Service Provider.
- Expenses or damages which are recoverable under warranty or under any add-on home warranty program in which the Member participates.
- Additional costs, including extra expenses, programming, data reconstruction, data recovery or program installation or reconfiguration.
- Any expense which the Cooperative, in its sole discretion, determines is not an Eligible Expense.

12. Verifying Damaged Equipment. The Cooperative reserves the right to collect any damaged equipment for further investigation.

13. Additional Requirement. A Member's account with the Cooperative must be in good standing in order for the Member to receive Eligible Expenses under the Program.

14. Termination. The Program may be terminated by the Cooperative on ninety (90) days' written notice to the Member. The Member may cancel participation in the Program at any time. If a Member cancels in the middle of a month, the Member shall not be entitled to a refund of any portion of the program fee paid for that month.

15. Limitation of Liability. The Cooperative's liability under the Program is limited solely to the assessment, repair and/or replacement of Eligible Appliances damaged by Power Surges. In no event shall the Cooperative be liable for any direct, indirect, special, incidental, consequential, or other damages, including without limitation property damage or personal injury. The Program does not protect against, and in no event shall the Cooperative be responsible for, damage caused by the Member, third parties, or insurable causes, including without limitation, natural disasters. Except for the limited warranty related to Power Surges as detailed herein, under no circumstances shall the Cooperative's total liability to any Member under the Program exceed the sum of all payments made by such Member to the Cooperative under the Program. This Section shall survive the termination of the Program.

16. Modification. The Program and these Terms and Conditions may be modified from time to time by the Cooperative in its sole discretion. The Cooperative will provide thirty (30) days' written notice of any material change to the Program or these Terms and Conditions. The latest version of these Terms and Conditions can be downloaded from the Cooperative's website, www.anec.com, or obtained by calling 757-787-9750.

17. Miscellaneous. Obligations of the Cooperative under the Program are backed by the full faith and credit of the Cooperative. The Program Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to the principles of conflict of law. Waiver by the Cooperative of any breach of any of these Terms and Conditions shall not operate or be construed as a waiver of any subsequent breach.